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If you believe you have a dispute or claim against us arising out of your use of the

Properties or under these Terms, you agree to first discuss the matter informally with us for at least 30 days. To do that, you must give us written notice, which will include your full name and contact information, the nature and basis giving rise to your dispute or claim and your proposed resolution, sent to the address below, Attn: Legal Department.

If we are unable to resolve your concerns informally within 30 days after our receipt of your notice, you may file a claim in small claims court so long as you proceed only on an individual basis or commence an arbitration proceeding, which means **YOU ARE AGREEING TO WAIVE YOUR RIGHT TO SUE IN COURT, HAVE A JURY TRIAL AND LEAD OR PARTICIPATE IN A CLASS ACTION.** The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). For the avoidance of doubt, you agree that **YOU MAY ONLY BRING CLAIMS AGAINST CWGS IN YOUR INDIVIDUAL CAPACITY AND NOT AS A CLASS MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING.** Further, you agree that no arbitrator shall consolidate any other person’s claims with your claims and may not otherwise preside over any form of a multi-party or class proceeding. You agree that the award of the arbitrator will be binding and may be entered as a judgment in any court of competent jurisdiction in the State of Illinois. You agree that we may seek interim or preliminary relief from a court of competent jurisdiction in Illinois, necessary to protect its rights or property pending the completion of arbitration.

You must file a demand for arbitration with the AAA within ONE (1) YEAR after the date your claim arose, or within the shortest time period permitted by applicable law. Otherwise, your claim is waived.

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CWGS Enterprises, LLC  
PO Box 6888  
Englewood, CO 80155-6888  
(800) 234-3450  
[info@goodsamfamily.com](mailto:info@goodsamfamily.com)

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